Project Developer's Regulatory Attestation

Reference is made to the Terms of Use (the "Terms of Use") by and between [Leon County], a [Government Body] (the "Project Developer"), and the Climate Action Reserve, a California nonprofit public benefit corporation (the "Reserve"), with respect to [Leon County Solid Waste Management Facility] (the "Project") located at [ ] (the "Property"). The undersigned, [ ], in [his/her] capacity as an officer of the Project Developer, in the name and on behalf of the Project Developer, hereby attests, certifies, represents and warrants to the Reserve, as of the date set forth below, as follows:

1. The Project was implemented and established voluntarily and, at all times thereafter, has been operated and conducted voluntarily. None of such implementation, establishment, operation or conduct of the Project are or at any time have been required by any law, statute, rule, regulation, ordinance, court order, governmental agency action, enforcement action, or other legally binding mandate, including without limitation any of the foregoing issued, enacted or otherwise rendered effective by any federal, state, local or foreign governmental or regulatory agency, commission, department, board, court or other authority having jurisdiction over the Project ("Law").

2. Except as otherwise expressly permitted under the protocol developed by the Reserve that applies to the Project, the Project was not established or implemented and has not at any time been operated or conducted in anticipation of, or to avoid or satisfy the anticipated requirements of, any Law that would require or would have required the Project Developer to use the Property in the manner contemplated by the Project.

3. The Project is in material compliance with all Laws.

4. The Project Developer has disclosed to the Project Verifiers in writing any and all instances of non-compliance of the Project with any Law. For purposes hereof, "Project Verifiers" shall mean any and all third party verifiers approved by the Reserve and assigned to the Project.

5. The undersigned is the duly elected, qualified and acting [ ] of the Project Developer and is authorized to execute and deliver this Attestation in the name and on behalf of the Project Developer, thereby rendering this Attestation binding on the Project Developer.

The Project Developer recognizes, acknowledges and agrees that (i) this Attestation may be relied upon by the Reserve and/or any user of the Climate Action Reserve program of the Reserve (the "Program"), and each of their successors and assigns (including, without limitation, reliance in connection with the issuance and transfer of CRTs (as defined in the Terms of Use) in respect of the Project); (ii) the statements set forth in paragraphs 1 through 5 hereof shall, for all purposes of the Terms of Use, be deemed to be additional representations and warranties made thereunder by the Project Developer to the Program; (iii) in the event of any breach of any of any paragraphs 1 through 5 hereof, the Reserve shall be entitled to pursue any rights and remedies available at law or in equity (including, without limitation, rights to indemnification pursuant to the Terms of Use) in any court of competent jurisdiction; and (iv) if at any time the Reserve determines, in its sole discretion, that any such breach has occurred, the Reserve shall have the right to immediately close the Project Developer's account on the Program.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned, in the name and on behalf of the Project Developer, has executed this Attestation this _____ day of _____, 2009.

LEON COUNTY, FLORIDA

By: _____
Bryan Desloge, Chairman
Board of County Commissioners

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY:_____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY:_____
Herbert W. A. Thiele, Esq.
County Attorney

Date: _____